

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

SWISSDIGITAL USA CO., LTD.,

Plaintiff,

v.

WENGER S.A.,

Defendant.

Civil Action No. 6:21-cv-453

Jury Trial Demanded

JOINT CLAIM CONSTRUCTION STATEMENT

Plaintiff SwissDigital USA Co., Ltd. (“SwissDigital”) and Defendant Wenger S.A. (“Wenger”) hereby jointly submit their Joint Claim Construction Statement including the terms for construction, the parties’ proposed constructions, and indicating which party proposed each term, pursuant to the Agreed Scheduling Order. Dkt. 22 at 2; *see also* Dkt. 10 at 4.

A. “Retained Outside”

Claim Term, Clause, or Phrase	U.S. 10,572,071 Claim(s)	U.S. 10,931,138 Claim(s)	Wenger’s Proposed Construction	SwissDigital’s Proposed Construction	Proposed By
"retained outside"	1, 10		§ 112(b) Alternatively, retained entirely outside of.	No construction necessary; plain and ordinary meaning	Wenger

B. “Adjacent To”

Claim Term, Clause, or Phrase	U.S. 10,572,071 Claim(s)	U.S. 10,931,138 Claim(s)	Wenger’s Proposed Construction	SwissDigital’s Proposed Construction	Proposed By

"adjacent to"	1, 10		§ 112(b) Alternatively, adjoining.	No construction necessary; plain and ordinary meaning	Wenger
---------------	-------	--	--	--	--------

C. “In Communication With”

Claim Term, Clause, or Phrase	U.S. 10,572,071 Claim(s)	U.S. 10,931,138 Claim(s)	Wenger’s Proposed Construction	SwissDigital's Proposed Construction	Proposed By
“in communication with”	1, 10	23	Attached to.	No construction necessary; plain and ordinary meaning	Wenger

D. “Covers”

Claim Term, Clause, or Phrase	U.S. 10,572,071 Claim(s)	U.S. 10,931,138 Claim(s)	Wenger’s Proposed Construction	SwissDigital's Proposed Construction	Proposed By
“covers”	1, 10		§ 112(b) Alternatively, overlapping; on top of.	No construction necessary; plain and ordinary meaning	Wenger

E. “Exposed”

Claim Term, Clause, or Phrase	U.S. 10,572,071 Claim(s)	U.S. 10,931,138 Claim(s)	Wenger’s Proposed Construction	SwissDigital's Proposed Construction	Proposed By
“exposed”	1, 10		not fully covered	No construction necessary; plain and ordinary meaning	Wenger

F. “Fixedly Attached”

Claim Term, Clause, or Phrase	U.S. 10,572,071 Claim(s)	U.S. 10,931,138 Claim(s)	Wenger’s Proposed Construction	SwissDigital’s Proposed Construction	Proposed By
“fixedly attached”	1, 10		connected to the bag or luggage permanently.	No construction necessary; plain and ordinary meaning	Wenger

G. “At The Body Opening”

Claim Term, Clause, or Phrase	U.S. 10,572,071 Claim(s)	U.S. 10,931,138 Claim(s)	Wenger’s Proposed Construction	SwissDigital’s Proposed Construction	Proposed By
"at the body opening"		23	§ 112(a), (b) Alternatively, adjoining a cutout in the body where the inner surface of the bag or luggage and the outer surface of the bag or luggage meet. ¹	No construction necessary; plain and ordinary meaning	Wenger

H. “Retained In”

Claim Term, Clause, or Phrase	U.S. 10,572,071 Claim(s)	U.S. 10,931,138 Claim(s)	Wenger’s Proposed Construction	SwissDigital’s Proposed Construction	Proposed By
"retained in"		23	§ 112(a), (b)		Wenger

¹ Swissdigital objects to Wenger’s alternative proposed construction for this claim term as Wenger’s Opening Claim Construction Brief did not argue any alternative proposed construction and it was introduced for the first time in Wenger’s Reply.

			Alternatively, held in permanent or semi- permanent attachment. ²	No construction necessary; plain and ordinary meaning	
--	--	--	---	--	--

Dated: May 10, 2022

/s/ Dariush Keyhani

Dariush Keyhani (*pro hac vice*)
 Frances H. Stephenson (*pro hac vice*)
 Keyhani LLC
 1050 30th Street NW
 Washington, DC 20007
 T. 202.748.8950
 F. 202.318.8958
 dkeyhani@keyhanillc.com
 fstephenson@keyhanillc.com

Jacqueline P. Altman
 State Bar No. 24087010
 John P. Palmer
 State Bar No. 15430600
 John A. “Andy” Powell
 State Bar No. 24029775
 USPTO Reg. No. 71,533
 NAMAN HOWELL SMITH & LEE, PLLC
 400 Austin Ave., Suite 800
 Waco, Texas 76701
 jaltman@namanhowell.com
 palmer@namanhowell.com
 apowell@namanhowell.com

***Attorneys for Plaintiff Swissdigital USA Co.,
 Ltd.***

/s/ Taylor N. Mauze

Taylor N. Mauze (TX Bar No. 24102161)
 tmauze@reichmanjorgensen.com
 REICHMAN JORGENSEN LEHMAN &
 FELDBERG LLP
 7500 Rialto Boulevard, Suite 1-250
 Austin, Texas 78735
 Telephone: (650) 623-1401
 Facsimile: (650) 623-1449

Christine E. Lehman (*pro hac vice*)
 clehman@reichmanjorgensen.com
 REICHMAN JORGENSEN LEHMAN &
 FELDBERG LLP
 1909 K Street, NW, Suite 800
 Washington, DC 20006
 Tel: (202) 894-7311

Attorneys for Defendant Wenger, S.A.

² Swissdigital objects to Wenger’s “or semi-permanent attachment” component of Wenger’s alternative proposed construction for this claim term as it was not argued in Wenger’s Opening Claim Construction Brief and was introduced for the first time in Wenger’s Reply Brief.

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing instrument has been served to all counsel of record by electronic mail on May 10, 2022.

/s/ Taylor N. Mauze
